

# **EXHIBIT 3**

TAMMY COVINGTON  
COVINGTON vs CSAA

February 21, 2020

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

TAMMY COVINGTON and  
JEFFREY COVINGTON,

Plaintiffs

v.

Case No. 19-cv-00718-PRW

CSAA FIRE AND CASUALTY  
INSURANCE d/b/a AAA FIRE  
AND CASUALTY INSURANCE  
COMPANY, INC.

Defendants

DEPOSITION OF TAMMY COVINGTON  
TAKEN ON BEHALF OF THE DEFENDANT

IN OKLAHOMA CITY, OKLAHOMA

ON FEBRUARY 21, 2020

3:03 p.m.

REPORTED BY: WENDY SMITH, CSR

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1 Q. That's fair.

2 A. We have this rule in our house. Since I deal  
3 with insurance companies all day, he deals with it at  
4 home. Okay? I take care of the finances. He takes  
5 care of the yard. So, like, we have these things.

6 Q. That's a fair deal. Because I'm in an  
7 adversarial job myself, I let my wife take care of a lot  
8 of the home adversarial issues, so I understand what  
9 that's like.

10 So did you actually go in and see the agent  
11 that your husband testified about?

12 A. No, I did not.

13 Q. So you may have already answered this, but have  
14 you ever spoken to anybody from AAA for any reason?

15 A. No.

16 Q. So it's either been your husband or your  
17 brother, Ian Rupert?

18 A. Yes.

19 Q. Is Rupert your maiden name?

20 A. So me and Ian are half-brother and sister.

21 Q. What is your maiden name?

22 A. Fitzpatrick.

23 Q. And I asked your husband about relatives that  
24 live in the Oklahoma County area -- well, within  
25 Oklahoma County.

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1 here. And to say something like that, I want to  
2 understand why.

3 A. I would have to look at the timeline of when  
4 everything was done, so at the point that the first call  
5 was logged. But I'm going to come down to, at the end  
6 of it, if you received additional information, nine days  
7 kind of tells me you really didn't look at it.

8 Q. Okay.

9 A. To me, that feels like that that denial letter  
10 came very quickly.

11 Q. And we're talking about a seven-page  
12 engineering report, correct?

13 A. Correct.

14 Q. Only two pages of which is writing, and the  
15 others are photos.

16 And you're saying it should have taken  
17 longer than nine days to review a seven-page report?

18 A. I mean, I feel like it should have.

19 Q. Have you suffered any financial loss because of  
20 your allegation that the actions of AAA were in bad  
21 faith?

22 A. I have not suffered any financial loss.

23 Q. Have you suffered any loss of reputation in the  
24 community, at your church or otherwise?

25 A. So we didn't tell people what happened or who

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1 the insurance company was. We didn't -- never any of  
2 that.

3 Q. So you haven't been kicked out of a restaurant  
4 because they said, "Hey, AAA denied your claim and they  
5 did so in bad faith, so get out"?

6 A. Oh, no, because I haven't told anybody.

7 Q. Have you suffered any mental pain or suffering  
8 as a result of the actions you think from AAA that were  
9 in bad faith?

10 A. I would not say mental pain. I mean, it upsets  
11 me that we can't invite our families over, or I feel  
12 like I can't invite my family over.

13 Q. And that --

14 A. That bothers me.

15 Q. That's because of the damage to the floor,  
16 right?

17 A. Yeah.

18 Q. I think that would upset anybody.

19 What I'm trying to have you do is separate  
20 the damage to your floor from the allegation that AAA  
21 actually acted in bad faith, treated you intentionally  
22 in a poor or unprofessional manner.

23 Has that caused you mental pain or  
24 suffering or embarrassment or anything along those  
25 lines?

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1 A. I'm sure it is very fair for AAA to do, and  
2 that both parties probably have the right to do that.  
3 But if both parties don't agree, then that's what needs  
4 to be decided.

5 Q. (BY MR. HEFNER) Okay. Anything else about  
6 your allegations that AAA's conduct was in bad faith or  
7 not in good faith that you can tell me about?

8 A. No.

9 Q. To recap, you've told me about the phone call  
10 between your husband and Heather Davis, correct?

11 A. Uh-huh.

12 Q. What other examples have you told me about, if  
13 anything, that you think were in bad faith by AAA?

14 A. If they weren't intending on covering part of  
15 the house because of what they consider faulty or  
16 improper construction, then I believe that they have the  
17 right to notify their homeowners of that information.

18 Q. Okay. Do you understand as we sit here today  
19 that faulty construction is not covered by the policy  
20 that was in place?

21 MS. MACKEY: Object to the form.

22 A. I did not know that before this happened, no.

23 Q. (BY MR. HEFNER) Do you dispute, though, that  
24 this is, in fact, in the contract?

25 MS. MACKEY: Object to the form.